

LEASE AGREEMENT

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This Lease Agreement, entered into this 22nd day of March, 1977, by and between the Sacramento and San Joaquin Drainage District, acting by and through the Reclamation Board, hereinafter called "Board", and the Department of Fish and Game, hereinafter called "Fish and Game";

RECITALS:

Whereas, Board has control and possession of certain real property in the Sacramento and San Joaquin Valleys for the construction, operation and maintenance of flood control works; and

Whereas, it is the desire of Board to encourage the development and maintenance of fish and wildlife habitat areas on its real property consistent with Board flood control responsibilities by leasing certain real property interests to Fish and Game; and

Whereas, it is intended to lease interests in various portions of said real property at different times hereafter and it is the desire of the parties hereto to simplify such leases by setting forth in this document the general terms under which such leases shall be made, and to obtain the approval of the Department of General Services of this leasing agreement.

NOW, THEREFORE, Board and Fish and Game agree as follows:

1. Term

The term of this Lease Agreement shall be for a period of fifty (50) years from April 1, 1977 to March 31, 2027.

2. Property Subject to This Lease

The parties intend that certain interests in real property owned in fee by Board in the Sacramento and San Joaquin Valleys shall be leased to Fish and Game under the terms of this Lease Agreement. Specific parcels of such real property shall be made subject to this Lease Agreement upon the execution of leases pursuant to this agreement from time to time which shall be subject to the approval of Department of General Services before they become effective.

3. Interest Transferred

The interests in the real property made subject to this agreement shall be only those necessary to protect and develop fish and wildlife habitat and public use of said property.

4. Terms of Use

Property made subject to this lease shall be used only upon the following terms, conditions and reservations:

- (a) The use of any real property made subject to this Lease Agreement shall be for the purpose of maintaining, constructing and operating flood control works; and of protecting and providing fish and wildlife habitat, and for public use. Fish and Game will not restrict or interfere with the use of this property for Board purposes; and to the maximum extent consistent with use by Board, Board shall not restrict or interfere with the use by Fish and Game of such real property; and Provided FURTHER, that Board shall not disturb improvements, if

approved as hereafter provided, placed upon such property by Fish and Game, except as required for the construction, operation and maintenance of flood control works upon said parcels.

- (b) Any plans for improvements to said real property shall have the prior written approval of Board, which shall consider the comments of the affected maintaining agency, before any such plans are carried out. In the exercise of its privileges under this Lease Agreement, Fish and Game will perform all the development of said real property for fish and wildlife purposes at its sole cost and expense and in an orderly and workmanlike manner. Fish and Game will maintain said real property in a standard of orderliness and neatness; will restrict public vehicular traffic to those roads constructed and maintained by Fish and Game, except in cases where it is necessary to use Board levee roads and prior Board approval is obtained; and will prohibit public use of the levee slope and the levee road during wet conditions. Fish and Game personnel may use levee roads for the purpose of enforcing the terms of this agreement.
- (c) Board may suspend the use of any real property subject to this agreement for any period or periods of time for levee reclamation or flood control purposes upon

giving written notice to Fish and Game, or in cases of emergency upon giving oral notice to Fish and Game if time permits.

- (d) It is recognized by the parties that some of the parcels affected are under the jurisdiction of local districts for maintenance purposes. Maintenance programs will be coordinated with Board and Fish and Game. Fish and Game and Board will strive to avoid any use of property subject to this agreement in a manner which would have a substantially adverse effect on the maintenance practices or maintenance costs of the local maintaining district, and will at all times cooperate with the district in establishing such use and development of the property so as to optimize public use of the property but minimize the effect of such use on the costs of flood control maintenance.

5. Indemnification

To the extent that it may legally do so, Fish and Game in the exercise of the privileges herein granted agrees to indemnify and save harmless, Board, the Department of Water Resources and the local maintaining agencies from any and all claims and losses accruing or resulting to any person, firm or corporation who has been damaged or injured by the exercise of the privileges herein granted to Fish and Game.

6. Assignment of Interest

Fish and Game shall not assign any interest leased to it pursuant to this agreement without the written consent of Board; it being agreed that the use of said property by licensed fishermen or hunters would not constitute an assignment of such interest.

7. Breach of Lease

In the event of breach of the terms hereof by Fish and Game, Board will notify Fish and Game thereof in writing. Upon failure of Fish and Game to remedy such breach within sixty (60) days of such notice, Board may immediately terminate this Lease Agreement and leases made pursuant to this agreement upon written notice to Fish and Game.

8. Termination

Board or Fish and Game may terminate any lease subject to this agreement at any time during the term hereof upon giving at least sixty (60) days' prior written notice to the other party.

9. Removal of Improvements

Upon termination of a lease subject to this agreement, Fish and Game will remove its signs, structures, and facilities and will restore the premises as nearly as possible to that condition existing immediately prior to the date of this Lease Agreement.

10. Approval of the Department of General Services

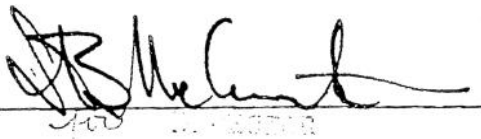
The approval of the Department of General Services of this

Lease Agreement shall not constitute approval of all leases made under the terms of this agreement.

It is understood between the parties hereto that all leases made under the terms of this agreement shall remain subject to the approval of Department of General Services before they shall become effective.

DEPARTMENT OF FISH AND GAME

By



SACRAMENTO AND SAN JOAQUIN
DRAINAGE DISTRICT, acting by
and through The Reclamation
Board

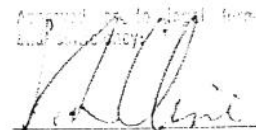
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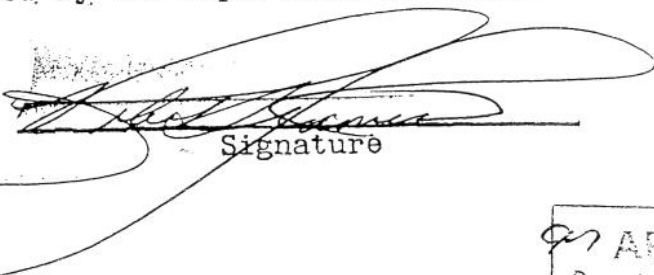
President

By

Secretary

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.


Asst. Chief Counsel, DWR


Signature

